

12. BREACH AND REMEDIES:

If any party shall fail to observe or perform any covenant of agreement contained herein or if any representation or warranty given by any of them in connection herewith proves to be false or misleading, the affected, non-breaching party shall give the breaching party written notice thereof, and if the breaching party has not cured within thirty (30) days of such notice (or such longer period required by law) the affected non-breaching party shall have the right to pursue any and all remedies it may have at law or equity, including but not limited to terminating this Agreement. The election of one remedy shall not foreclose the use of another remedy by the affected non-breaching Party and remedies shall be considered cumulative and not exclusive.

13. FORCE MAJEURE:

Either Party to this Agreement shall be relieved of their responsibility's and obligations hereunder when performance becomes commercially impossible because of reasons beyond their reasonable control such as but not limited to fire, explosion, government regulation, or intervention or Acts of God.

14. GOVERNING LAW:

The validity, interpretation, and performance of this Agreement, or any dispute arising thereunder, shall be governed and construed in accordance with the laws of the State of MINNESOTA. If any provision of this Agreement is determined to be invalid or unenforceable, or if the parties hereto mutually agree in writing to any revision of this Agreement, the remainder of this Agreement shall not be affected, and this Agreement shall otherwise remain in full force and effect.

15. ASSIGNMENT:

This Agreement may not be assigned by any Party without prior written consent of the other Party. This Agreement shall be binding upon and insure to the benefit of the party's hereto and there respective successors and permitted assigns.

16. NOTICES:

All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally or sent by certified mail to the other Party at the address stated herein.